

Contract no. 1115

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

JUL 7 1992

Payroll

RUTGERS UNIVERSITY

BRIDGETON PUBLIC SCHOOLS  
Bridgeton, New Jersey

AGREEMENT BETWEEN

BRIDGETON BOARD OF EDUCATION

AND

BRIDGETON CUSTODIAL ASSOCIATION

FOR SCHOOL YEARS 1990 - 1993  
(Beginning July 1, 1990, Ending June 30, 1993)

## ARTICLE I: RECOGNITION/SUCCESSOR AGREEMENT

- 1.1 The Bridgeton Board of Education hereby recognizes the Bridgeton Custodial Association as the majority and exclusive representation of full time custodians in the employ of the Board for the purpose of collective negotiations.
- 1.2 This Agreement between the Bridgeton Board of Education, Bridgeton, New Jersey, and the Bridgeton Custodial Association, on behalf of the custodial employees of the Bridgeton Public School District, represents the complete Agreement between the parties.
- 1.3 This Agreement between the Bridgeton Board of Education and the Bridgeton Custodial Association represents the complete Agreement between the parties. It shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE II: ASSOCIATION RIGHTS AND PRIVILEGES

- 2.1 The Association shall have the right to use the interschool mail facilities and school mailboxes.
- 2.2 The Association and its representatives shall have the right to use the West Avenue School at reasonable hours for meetings. The Association shall be required to obtain advance permission to use the school from the building principal, including the approval of both the time and place.
- 2.3 The Association may have the use of the office equipment at West Avenue School provided that the Association secures advance approval for such use from the building principal. The use may only occur at reasonable times and only when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

## ARTICLE III: SICK LEAVE

- 3.1 All twelve (12) month employees shall be entitled to twelve (12) days sick leave each year. Unused sick leave shall accumulate from year to year.
- 3.2 Each employee shall be notified in writing of the total amount of unused sick leave credited to him as of June 30th of each year. Such notification shall be issued prior to August 1 of the same year.

#### ARTICLE IV: PERSONAL DAY

- 4.1 Each employee shall be entitled to two (2) personal days non-accumulative, for a legal, business or family matter which requires the employee's absence during the employee's regular work hours. Written request for such leave must be made at least 48 hours before the date requested to the School Business Administrator. Approval of the School Business Administrator for the personal day as well as the reasons given is required. Only those reasons stated above may be approved. Personal day leave may not be taken immediately preceding or following a holiday.

#### ARTICLE V: HOLIDAYS

- 5.1 All employees shall be granted the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day before Christmas
Labor Day	

- 5.2 If any holiday falls on a Sunday, it will be celebrated on the following Monday. If Christmas Day falls on a Saturday, it will be celebrated on the following Monday.

#### ARTICLE VI: VACATIONS

- 6.1 The Board agrees to give three (3) weeks' vacation with pay. After 21 years of employment, the Board will give three (3) weeks' plus one (1) day of vacation; after 22 years of employment the Board will give three (3) weeks' plus two (2) days of vacation; after 23 years of employment the Board will give three (3) weeks' plus three (3) days of vacation; after 24 years of employment the Board will give three (3) weeks' plus four (4) days of vacation; after 25 years of employment the Board will give four (4) weeks' vacation. After three (3) months' probationary period, new employees will accrue one (1) day for each month worked, days earned to be taken during the regular vacation periods. If a holiday falls within the employee's vacation period, he shall receive an additional day's vacation. The amount of an employee's hiring shall be used to

- 6.2 Vacation may be taken during the summer vacation period with the exception of the first week after school closes and the first week before school re-opens with a 40% limit of employees at any one time. One week's vacation may be taken at Christmas with a limit of 10% of employees, to be based on seniority basis.

## ARTICLE VII: SALARIES

- 7.1 The salary of each employee covered by this Agreement is set forth in Schedule A which is attached hereto and made a part hereof.
- 7.2 Employees will receive their paychecks every other Friday or the last working day prior to the regular Friday pay day. The pay schedule will begin on July 1, 1991, and shall continue on a bi-weekly basis thereafter. When a pay day falls on or during a school holiday or vacation, employees shall receive their paychecks on the last previous working day.
- 7.3 The Board agrees to deduct from the salary of each employee dues for the Bridgeton Custodial Association, the Cumberland County Education Association, and the New Jersey Education Association, and the National Education Association, or any one or any combination on such associations as the employees individually authorized the Board to deduct. Said moneys shall be transmitted to the treasurer of the Bridgeton Custodial Association monthly.
- 7.4 Employees may individually elect to have monthly deductions from their salaries for payment to individual accounts in the Cumberland County Federal Credit Union.

## ARTICLE VIII: TRANSFERS AND REASSIGNMENTS

- 8.1 The Board shall deliver to the Association and post in all school buildings a list of known vacancies within two weeks of said vacancy. Employees shall have two weeks from the date of the notice of vacancy to apply for said position.

## ARTICLE IX: WORK SCHEDULE

- 9.1 Time and one-half will be paid for all overtime after an eight (8) hour day or forty (40) hour week, but such overtime payment will not pyramid. Double time will be paid for all work performed on Sunday if forty (40) hours, exclusive of overtime, have been worked during the regular week. The established minimum payment for overtime on any one occasion will continue as now constituted, five (5) dollars. Overtime will be paid for a designated job, beginning at a designated time. Overtime assignments requiring custodians to work beyond midnight will receive double time for that time after midnight.
- 9.2 When an employee is scheduled for a specific overtime assignment and the activity is cancelled or the group fails to appear after the employee reports to the site, the employee will be paid three (3) hours pay. No pay will be given when the supervisor notifies the employee in advance of a cancellation.
- 9.3 Two uninterrupted periods of fifteen (15) minutes (one in the a.m. and one in the p.m.) shall be granted for "coffee breaks". The times shall be scheduled by the immediate supervisor.



SHALL BE PAID

- 9.4 A shift differential of thirty five (35) cents per hour<sup>A</sup> for all work performed on the second shift, and ~~thirty three (33) cents~~ <sup>per hour</sup> ~~per hour for all work performed on the third shift will be paid.~~ <sup>per hour</sup>
- 9.5 The Board shall not employ school students to perform custodial work in excess of fifteen (15) in number.
- 9.6 The Board agrees that a matron's work will be done in her absence.
- 9.7 Overtime duties will be at the Board's discretion. No penalties will be imposed where assignments are far apart.
- 9.8 If more than one custodian is needed for overtime assignments in a specific school, a custodian from that school shall be on duty.
- 9.9 Employees who work at a school other than the one assigned for which there is extra pay given for the regularly assigned employee, shall receive the prorated portion of the stated extra pay after having worked one (1) complete pay period.

#### ARTICLE X: UNIFORMS

- 10.1 Foul weather gear for the use of custodians will be provided. Such gear must remain in the designated school. Rubber gloves shall be provided for the use of custodians in bathroom work. Pullover boots shall be provided to custodians. Custodians using boots shall sign out for them. All equipment remains the property of the Board, and must be turned in upon termination of employment.
- 10.2 The Board of Education agrees to furnish uniforms three (3) changes per week, for all custodians and matrons. Uniforms to be stipulated by the Board, as pants, shirts, and in the case of matrons, skirts/slacks and blouses or one piece.

#### ARTICLE XI: INSURANCE

- 11.1 The Board shall pay the full premium for employee, family and dependent coverage where eligible, which consists of Blue Cross, Blue Shield, and Major Medical Coverage. Such premium payments shall be for the full 12 month period of the coverage year and shall continue every year thereafter.
- 11.2 The Board agrees to pay full family drug and prescription plan, \$1.00 co-pay, for all full-time custodians. Carrier to be named by the Board.
- 11.3 The Board shall provide a full Family Dental Plan identified as Delta Dental Plan of New Jersey, Inc. premium to be paid by the Board of Education for all employees in the bargaining unit. Said plan shall provide the following:

(1) 50/50 co-pay; (2) \$1,000 maximum benefit for each family member per year; (3) Orthodontic coverage not to exceed a maximum of \$1,000 per lifetime.



- 11.4 The Board agrees to make available to all custodial employees, through payroll deductions, a group disability income insurance plan, providing accident and sickness coverage on a non-occupational basis. The full premium shall be paid by the employee.

#### ARTICLE XII: GENERAL CONDITIONS

- 12.1 The Board agrees to give twenty-four (24) hours notice if time assignments are to be changed, if possible.
- 12.2 The Board agrees to notify the association within one (1) working day of any suspension.
- 12.3 When the Board requires a licensed boiler operator to be assigned to a building, \$425.00 will be paid annually in addition to the regular rate of pay. This will be prorated to the actual number of days in this position.
- 12.4 One custodian in each grade school will receive the above extra, whether or not a boiler operator's license is required for that particular building.
- 12.5 When the Board requires a custodian to have a boiler operator's license, the Board will reimburse the custodian for the cost of the boiler operator's license.
- 12.6 Custodians will not be required to hunt bombs in the event of a bomb scare, but will assist wherever possible under the direction of the principal.
- 12.7 Custodians will continue traffic duty as required. The Board agrees to furnish adequate safety equipment.
- 12.8 In the event of a reduction in force, the principle of seniority is to be used, and those employees with the least time of service being dismissed first, provided that all retained employees must be qualified to perform the full range of required duties including the holding of a Black Seal Boiler Operators License.
- 12.9 Upon retirement from the Bridgeton School District, a custodian who has been employed for at least fifteen (15) years by the Board shall be entitled to a payment for accumulated unused sick leave days at the rate of fifteen (15) dollars per day.
- 12.10 The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations:
- a. To direct employees of the school district;
  - b. To hire, promote, transfer, assign, and retain employees in positions within the school district, and to suspend, demote, discharge, or take other disciplinary action against employees;

- c. To relieve employees from duties because of the lack of work or for other legitimate reasons;
- d. To maintain the efficiency of the school district operations entrusted to them;
- e. To determine the methods, means, and personnel by which such operations are to be conducted; and
- f. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency, subject only to the provisions of this Agreement.

12.11 The established Board policy concerning leave for death in the immediate family, now extended to the teachers of the Bridgeton Public School District, will be extended for the custodial employee.

#### ARTICLE XIII: REPRESENTATION FEE

13.1 Purpose of Fee If an employee does not become a member of the Association during any membership year, (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

#### 13.2 Amount of Fee

a. Notification -- Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessment charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

b. Legal Maximum -- In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee shall be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

#### 13.3 Deduction and Transmission of Fee

a. Notification -- Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of



such employees, in accordance with the paragraph (b.) below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

- b. Payroll Deduction Schedule -- The Board will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
  - 1) 10 days after receipt of the aforesaid list by the Board; or
  - 2) 30 days after the employee previously served in a bargaining unit position and continued in the employ of the Board in a nonbargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
- c. Termination of Employment -- If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under the Article, the Board will deduct the unpaid portion of the fee from the last paycheck to said employee during the membership year in question.
- d. Mechanics -- Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- e. Changes -- The Association will notify the Board in writing of any changes in the list provided for a paragraph (a.) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.
- f. New Employees -- On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

#### 13.4 Indemnification

The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of, any action taken by the employer in conformance with this provision.



ARTICLE XIV: GRIEVANCE PROCEDURE

14.1 Definition -- A "grievance" is a claim by a custodian or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of a custodian or group of custodians.

14.2 Purpose -- The purpose of this procedure is to resolve differences concerning the rights of the parties regarding the terms and conditions of employment of the employees covered by this contract.

a. Level One - Supervisor of Buildings and Grounds

An employee with a grievance shall first discuss it with the Supervisor of Buildings and Grounds, either directly or through the Association's designated representative, with the objective of resolving the matter informally. All grievances must be initiated within 5 working days of the occurrence giving rise to the grievance.

b. Level Two - Business Administrator

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) working days after the presentation of the grievance, he may file the grievance in writing with the Association within three (3) working days after the decision at Level One or eight (8) working days after the grievance was presented, whichever is sooner. Within (5) working days after receiving the written grievance, the Association shall refer it to the Business Administrator.

The Business Administrator shall, within five (5) working days after receipt of the written grievance, meet with the aggrieved employee and a representative of the Association. Within (5) working days after such meeting, the Business Administrator shall submit a written decision to the Association and the aggrieved employee.

c. Level Three - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) working days after the conference with the Business Administrator, the aggrieved person may within five (5) working days after a decision by the Business Administrator, or ten (10) working days after the grievance was received by the Business Administrator, whichever is sooner, request in writing that the Association submit his grievance to the Superintendent. The Superintendent shall hold a hearing with the employee, if requested by the employee, and shall render a decision in writing within five (5) working days after a hearing has been held, or if no hearing has been requested, a decision will be rendered within ten (10) working days of receipt of the grievance.

d. Level Four - Board

If the aggrieved person is not satisfied with the disposition of his at Level Three, or if no decision has been rendered within ten (10) working days after the grievance was received by the Superintendent, he may within five (5) working days after a decision by the Superintendent or ten (10) working days after the grievance was submitted to the Superintendent whichever is sooner, request in writing that the Association submit the grievance to the Board. A hearing before the Board of Education shall be scheduled within thirty (30) days. The Board shall render its decision within five (5) working days following the hearing.

e. Level Five

If the aggrieved person is not satisfied with the disposition of the grievance on Level Four, the aggrieved person may request submission of the grievance to arbitration within five (5) days of receipt of the decision on Level Four. The Board and Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within a specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party.

- 1) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues have been submitted to him.
- 2) The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from the agreement between the parties.
- 3) The decision of the arbitrator shall be advisory only to the parties. However, one grievance per school year concerning the interpretation of the terms of this Agreement may be submitted for binding arbitration. No more than one grievance may be submitted for binding arbitration in any one school year (July 1 through June 30).
- 4) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

- f. Failure to proceed to next level shall result in a termination of the grievance.



ARTICLE XV: MISCELLANEOUS PROVISIONS

- 15.1 The Board recognizes the principle of seniority and shall give preference in the case of promotional opportunities to positions other than that of building supervisors and night supervisors. Preferred assignments and extra compensation duties shall be offered to the senior employee who has the ability to meet the qualifications established by the Board. The Board reserves to itself solely the right to set hiring standards, to hire, to establish criteria for the various positions, and to have qualifications considered in the selection of personnel for these positions.
- 15.2 Doctors' certificates after custodial employees' return from absence will only be required on the same basis that such certificates are required by other employees of the Board. The requirements of doctors' certificates therefore, shall be uniformly applied as to all employees of the Board.
- 15.3 Appropriate equipment shall be furnished for custodians to perform boiler cleaning duties. Two (2) men will be assigned to work together in performing this job.
- 15.4 The Board shall make every effort to provide appropriate lunchroom space for its custodial help.
- 15.5 Anything to the contrary notwithstanding, nothing contained in any section, paragraph or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights which are expressly required by law, the courts or administrative interpretation as mandatory to be retained by the Board.
- 15.6 In the event of severe snow storms, the Board, at its discretion, shall make every effort to have outside contractors assist with snow removal.
- 15.7 The Board agrees to notify the Association when any new employee is hired.
- 15.8 Copies of this Agreement shall be duplicated, at Board expense, and distributed to members of the Association.
- 15.9 This Agreement shall remain in full force and effect from July 1, 1990 through June 30, 1993.
- 15.10 Future negotiations shall be governed by the rules and regulations promulgated by the Public Employment Relations Commission.

SCHEDULE A

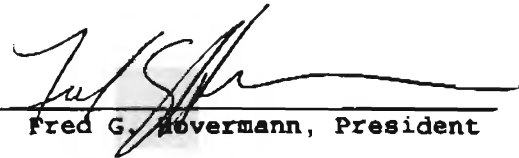
Bridgeton Public Schools  
Custodians Salary Guide

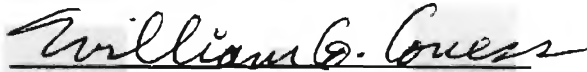
<u>STEP</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
01	\$14,500.00	\$15,000.00	\$15,500.00
02	15,400.00	16,200.00	16,850.00
03	15,900.00	17,100.00	18,050.00
04	16,500.00	17,600.00	18,950.00
05	17,125.00	18,200.00	19,450.00
06	17,800.00	18,825.00	20,050.00
07	18,650.00	19,500.00	20,675.00
08	21,600.00	20,350.00	21,350.00
09		23,300.00	22,200.00
10			25,150.00



Bridgeton Board of Education and the Bridgeton Custodial Association  
Agreement as proposed 1990-91, 1991-92, 1992-93.

BOARD OF EDUCATION

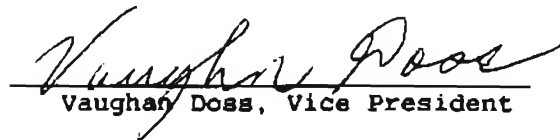
  
Fred G. Govermann, President

  
William G. Guess, Vice President

Date: 3-20-91

BRIDGETON CUSTODIAL ASSOCIATION

  
Joseph Shull, President

  
Vaughan Doss, Vice President

Date: 4-6-91